

IN THE TIPPECANOE CIRCUIT COURT
CAUSE NO. 79C01-0204-MI-17

CAUSE NO. 79C01-0204-MI-17

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises, was served with notice of these proceedings and a copy of the Complaint for Injunction, Costs, and Civil Penalties.
3. Defendant, Milton R. Lewis, has failed to appear, plead, or otherwise respond to the complaint.
4. Defendant, Milton R. Lewis, is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises, and that the Defendant, his agents, representatives, employees, successors and assigns are permanently

enjoined from engaging in the following conduct in violation of Ind. Code 24-5-11-1 *et seq.* and Ind. Code §24-5-0.5-1 *et seq.*:

1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (A) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (B) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (C) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (D) A reasonably detailed description of the proposed home improvements;
- (E) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- (F) The approximate starting and completion date of the home improvements;
- (G) A statement of any contingencies that would materially change the approximate completion date;
- (H) The home improvement contract price; and
- (I) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

2. In the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;

3. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;

4. Representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, in which the Defendant knows or should reasonably know it does not have; and

5. Engaging in the replacement or repair of the subject of a consumer transaction if the consumer has not authorized the replacement or repair, and if the Defendant knows or should reasonably know that it is not authorized.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises, as follows:

a. The contract previously entered into by Defendant with Ted and Vania Boehm is limited in its application to reflect that the originally agreed upon home improvement contract price of Two Thousand and Seven Hundred Dollars (\$2,700.00), which the Boehms have paid to Defendant, shall be considered payment in full for the work performed by the Defendant, pursuant to Ind. Code §24-5-0.5-4(d);

b. The Defendant shall pay the Office of the Attorney General its costs of investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Five Hundred and Seventy-Five Dollars (\$575.00);

c. On Count III of the Plaintiff's Complaint, the Defendant shall pay civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, for a total of One Thousand Five Hundred Dollars (\$1,500.00) payable to the State of Indiana; and

d. On Count III of the Plaintiff's Complaint, the Defendant shall pay civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, for a total of One Thousand Dollars (\$1,500.00) payable to the State of Indiana.

For a total monetary judgment in the amount of Three Thousand Five Hundred and Seventy-Five Dollars (\$3,575.00) in favor of the Plaintiff, State of Indiana, and against the Defendant, Milton R. Lewis, individually and doing business as M.R. Lewis Enterprises.

ALL ORDERED, ADJUDGED AND DECREED on this 31 day of

May, 2002.


Judge, Tippecanoe Circuit Court

DISTRIBUTION:

Terry Tolliver
Office of the Attorney General
402 W. Washington Street, 5th Floor
Indiana Government Center South
Indianapolis, IN 46204

Milton R. Lewis
1102 North, 1200 West
Battleground, IN 47920-8025